

HANFORD ENVIRONMENTAL RESTORATION PROJECT

EXHIBIT "H"

HANFORD SITE STABILIZATION AGREEMENT

H-1 IMPLEMENTATION OF THE HANFORD SITE STABILIZATION AGREEMENT

- A. The Site Stabilization Agreement for all construction work for the U.S. Department of Energy (DOE) at the Hanford Site (hereinafter referred to as "Site Stabilization Agreement"), which is referenced in this clause, consists of a Basic Agreement dated September 10, 1984, plus Appendix A. The Site Stabilization Agreement can be found as Attachment 1 to this Clause.
- B. This clause applies to employees performing work, under contracts (or subcontracts thereunder) administered by the U.S. Department of Energy, Richland Operations Office (DOE-RL) which are subject to the *Davis-Bacon Act*, in the classifications set forth in the Site Stabilization Agreement for work performed at the Hanford Site.
- C. Contractors and subcontractors at all tiers who are parties to an agreement(s) for construction work with a Local Union having jurisdiction over DOE-RL construction work performed at the Hanford Site, or who are parties to a national labor agreement for such construction work, shall become signatory to the Site Stabilization Agreement and shall abide by all of its provisions, including Appendix A. Subcontractors at all tiers who have subcontracts with a signatory contractor or subcontractor shall become signatory to the Site Stabilization Agreement and shall abide by all of its provisions, including its Appendix A.
- D. Contractors and subcontractors at all tiers who are not signatory to the Site Stabilization Agreement and who are not required under paragraph C. above to become signatory to the Agreement, shall pay not less and no more than the wages, fringe benefits, and other employee compensation set forth in Appendix A thereto and shall adhere, except as otherwise directed by the CONTRACTOR, to the following provisions of the Agreement:
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| (1) | Article VII | Employment, Section 2 only |
| (2) | Article XII | Non-Signatory Contractor Requirements |
| (3) | Article XIII | Hours of Work, Shifts, and Overtime |
| (4) | Article XIV | Holidays |
| (5) | Article XV | Wage Scales and Fringe Benefits, Sections 1 and 2 only |
| (6) | Article XVII | Payment of Wages - Checking In & Out, Section 3 only |
| (7) | Article XX | General Working Conditions |
| (8) | Article XXI | Safety and Health |
- E. The SUBCONTRACTOR agrees to make no contributions in connection with this Subcontract to Industry Promotion Funds, or similar funds, except with the prior approval of the CONTRACTOR.
- F. The obligation of the SUBCONTRACTOR and its lower-tier subcontractors to pay fringe benefits shall be discharged by making payments required by this Subcontract in accordance with the provisions of the amendments to the *Davis-Bacon Act* contained in the Act of July 2, 1964 (Public Law 88-349-78 Stat. 238-239), and the Department of Labor regulations in implementation thereof (29 CFR, Parts 1,5).
- G. The CONTRACTOR may, from time to time, direct the SUBCONTRACTOR to pay amounts for wages, fringe benefits, and other employee compensation as the Site Stabilization Agreement, including Appendix A, may be modified by the parties thereto from time to time. "SUBCONTRACTOR shall not be entitled to any change in Subcontract Price due to any such change in wages, fringe benefits, or other employee compensation during the term of this Subcontract."
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| (1) | In the event of failure to comply with paragraphs C., D., E., F., and G. above, or failure to perform any of the obligation imposed upon the Subcontractor and its subcontractors hereunder, the CONTRACTOR may withhold any payments due to the Subcontractor and may terminate the Subcontract for default. |
| (2) | The right and remedies of the OWNER and CONTRACTOR shall not be exclusive and are in addition to any other rights and remedies of the OWNER and CONTRACTOR provided by law or under this Subcontract. |
- I. The requirements of this clause are in addition to, and shall not relieve the Subcontractor of, any obligation, imposed by other clauses of this Subcontract, including those entitled *Davis-Bacon Act*, *Contract Work Hours and Safety Standards Act* - Overtime Compensation, Payrolls and Basic Records,

H-1 IMPLEMENTATION OF THE HANFORD SITE STABILIZATION AGREEMENT (Cont'd)

Compliance with Copeland Act Requirements, Withholding of Funds, and Contract Termination - Debarment.

- J. The SUBCONTRACTOR agrees to maintain its bid or proposal records showing rates and amounts used for computing wages and other compensation, and its payroll and personnel records during the course of Work subject to this clause, and to preserve such records for a period of three (3) years thereafter, for all employees performing such Work. Such records will contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, and dates and hours of the day within which Work was performed, deductions made, and amounts for wages and other compensation covered by paragraphs C., D., E., F., and G. hereof. The SUBCONTRACTOR agrees to make these records available for inspection by the CONTRACTOR and OWNER and will permit him to interview employees during working hours on the job.
- K. The SUBCONTRACTOR agrees to insert the provisions of this clause, including this paragraph K., in all subcontracts for the performance of Work subject to the *Davis-Bacon Act*.